

# COMMITTEE AMENDMENT FORM

DATE: 7/01/08

COMMITTEE      CITY UTILITIES      PAGE NUM. (S)

ORDINANCE I. D. #08-O-      SECTION (S) 1

RESOLUTION I. D. #08-R- 1157      PARA. CAPTION

AMENDS THE LEGISLATION BY ADDING A NEW AGREEMENT FROM  
GEORGIA DEPARTMENT OF TRANSPORTATION.

AMENDMENT DONE BY COUNCIL STAFF 7/01/08

**A RESOLUTION BY  
CITY UTILITIES COMMITTEE**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LOCAL GOVERNMENT PROJECT AGREEMENT BETWEEN THE CITY OF ATLANTA AND THE GEORGIA DEPARTMENT OF TRANSPORTATION FOR VARIOUS TRANSPORTATION IMPROVEMENT PROJECTS; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Atlanta ("City") has represented to the Georgia Department of Transportation ("GDOT") a desire to provide transportation enhancement projects in the City; and

**WHEREAS**, GDOT has expressed a willingness to participate in the funding of these transportation improvement projects with funds from GDOT, funds appropriated to GDOT by the Federal Highway Administration, under Title 23, United States Code, Section 194, or a combination of funds from the above sources; and

**WHEREAS**, GDOT has expressed a willingness to participate by funding Eighty percent (80%) of the construction of the projects as set forth in Exhibit "A" of the Agreement for each project; and

**WHEREAS**, said transportation improvement projects include the following:

- (a) Sidewalks along SR 154 from Clifton Street to East Lake Boulevard
- (b) Sidewalks along CR 4176/ Cascade Road, CS 1057/ Benjamin E. Mays, and CS 1062/ Fontaine
- (c) Streetscapes along CS 1651/ Joseph E. Lowery Boulevard from North of I-20 to Sells Avenue.
- (d) Sidewalks along SR 154 from SR 42/ Moreland Avenue to CS 2631/ Clifton Street- Phase II.
- (e) Sidewalks along SR 154 from CS 2838/ East Lake Boulevard to SR 155/ Candler Road- Phase III.

**WHEREAS**, GDOT has requested that the City participate in the construction of these projects by funding One Hundred percent (100%) of design services, right-of-way costs, and utility relocation costs directly related to the completion of these projects as set forth in Exhibit "A" of the Agreement, Twenty percent (20%) of the construction of these projects, and accomplishing all the construction activities of these projects.

**THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES**, that the Mayor is authorized to execute an appropriate Local Government Project Agreement with the Georgia Department of Transportation ("GDOT") for various transportation improvement projects in the City as follows:

- (a) Sidewalks along SR 154 from Clifton Street to East Lake Boulevard

- (b) Sidewalks along CR 4176/ Cascade Road, CS 1057/ Benjamin E. Mays, and CS 1062/ Fontaine
- (c) Streetscapes along CS 1651/ Joseph E. Lowery Boulevard from North of I-20 to Sells Avenue.
- (d) Sidewalks along SR 154 from SR 42/ Moreland Avenue to CS 2631/ Clifton Street- Phase II.
- (e) Sidewalks along SR 154 from CS 2838/ East Lake Boulevard to SR 155/ Candler Road- Phase III.

**BE IT FURTHER RESOLVED**, that the City Attorney is directed to prepare an appropriate Agreement for execution by the Mayor.

**BE IT FINALLY RESOLVED**, that this Agreement will not become binding on the City and the City will incur no liability or obligation under it until it has been executed by the Mayor, attested to by the Municipal Clerk, approved as to form by the City Attorney and delivered to the Georgia Department of Transportation.

**Part II: Legislative White Paper:** (This portion of the Legislative Request Form will be shared with City Council members and staff)

**A. To be completed by Legislative Counsel:**

**Committee of Purview:** City Utilities Committee

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LOCAL GOVERNMENT PROJECT AGREEMENT BETWEEN THE CITY OF ATLANTA AND THE GEORGIA DEPARTMENT OF TRANSPORTATION FOR VARIOUS TRANSPORTATION IMPROVEMENT PROJECTS; AND FOR OTHER PURPOSES.**

**Council Meeting Date:** June 16, 2008

**Requesting Dept.:** Department of Public Works

**B. To be completed by the department:**

**1. Please provide a summary of the purpose of this legislation (Justification Statement).**

The purpose of this legislation is to authorize several transportation improvement projects between the City of Atlanta and Georgia Department of Transportation.

**2. Please provide background information regarding this legislation.**

GDOT has represented a desire to provide transportation enhancement projects for benefit to the City of Atlanta and the State of Georgia.

**3. If Applicable/Known:**

(a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):** N/A

(b) **Source Selection:** N/A

(c) **Bids/Proposals Due:** N/A

(d) **Invitations Issued:** N/A

(e) **Number of Bids:** N/A

(f) **Proposals Received:** N/A

(g) Bidders/Proponents: N/A

(h) Term of Contract: N/A

4. Fund Account Center: N/A

5. Source of Funds: FORTHCOMING

6. Fiscal Impact: FORTHCOMING

7. Method of Cost Recovery: N/A

This Legislative Request Form Was Prepared By: Soraya Belgrave

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Dept.'s Legislative Liaison: Soraya Belgrave

Contact Number: (404) 330-6002

Originating Department: Department of Public Works

Committee(s) of Purview: City Utilities Committee

Chief of Staff Deadline: May 28, 2008

Anticipated Committee Meeting Date(s): June 10, 2008

Anticipated Full Council Date: June 16, 2008

Legislative Counsel's Signature: Saul Schultz 

Commissioner Signature: 

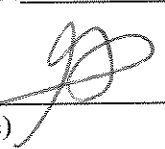
Chief Procurement Officer Signature: \_\_\_\_\_

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LOCAL GOVERNMENT PROJECT AGREEMENT BETWEEN THE CITY OF ATLANTA AND THE GEORGIA DEPARTMENT OF TRANSPORTATION FOR VARIOUS TRANSPORTATION IMPROVEMENT PROJECTS; AND FOR OTHER PURPOSES.

Mayor's Staff Only

Received by CPO: \_\_\_\_\_ Received by LC from CPO: \_\_\_\_\_  
(date) (date)

Received by Mayor's Office: 5.28.08 20 Reviewed by:   
(date) (date)

Submitted to Council: \_\_\_\_\_

**AGREEMENT  
BETWEEN  
DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA  
AND  
THE CITY OF ATLANTA  
FOR  
TRANSPORTATION FACILITY IMPROVEMENTS**

This Framework Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the **CITY OF ATLANTA**, acting by and through its Mayor and City Council, hereinafter called the "LOCAL GOVERNMENT".

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to improve the transportation facility described in Attachment A, attached and incorporated herein by reference and hereinafter referred to as the "PROJECT"; and

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to participate in certain activities including the funding of certain portions of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, the DEPARTMENT has expressed a willingness to participate in certain activities of the PROJECT as set forth in this Agreement; and

WHEREAS, the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another "for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide." Ga. Constitution Article IX, §III, ¶I(a).

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT hereby agree each with the other as follows:

1. The LOCAL GOVERNMENT shall contribute to the PROJECT by funding all or certain portions of the PROJECT costs for the preconstruction engineering (design), reimburseable utility relocation, right of way acquisitions and construction, as specified in Attachment A, attached hereto and incorporated herein by reference. Expenditures incurred by the LOCAL GOVERNMENT and eligible for reimbursement by the DEPARTMENT shall not be considered reimbursable to the LOCAL GOVERNMENT until the LOCAL GOVERNMENT receives a written notice to proceed for each phase of the PROJECT.



2. The DEPARTMENT shall contribute to the PROJECT by funding all or certain portions of the PROJECT costs for the preconstruction engineering (design) activities, right of way acquisitions or construction as specified in Attachment A.

3. It is agreed by both parties that each shall adhere to the Budget currently established in the approved Transportation Improvement Program/State Transportation Improvement Program (TIP/STIP). Furthermore, all parties shall adhere to the Budget approved by the DEPARTMENT, specified in Attachment A and incorporated herein by reference.

If, for any reason, the LOCAL GOVERNMENT does not produce acceptable deliverables within the approved budget, the Local Government shall be responsible for additional funding. The DEPARTMENT reserves the right to delay the PROJECT's implementation until additional funds can be identified for Right of Way or Construction, as applicable.

4. The LOCAL GOVERNMENT shall be responsible for all costs for the continual maintenance and the continual operations of any and all sidewalks and the grass strip between the curb and gutter and the sidewalk within the PROJECT limits.

5. Both the LOCAL GOVERNMENT and the DEPARTMENT hereby acknowledge that Time is of the Essence. It is agreed that both parties shall adhere to the schedule of activities currently established in the approved Transportation Improvement Program/State Transportation Improvement Program (TIP/STIP). Furthermore, all parties shall adhere to the detailed project schedule as approved by

the DEPARTMENT, attached as Attachment B and incorporated herein by reference. In the completion of respective commitments contained herein, if a change in the schedule is needed, the LOCAL GOVERNMENT shall notify the DEPARTMENT in writing of the proposed schedule change and the DEPARTMENT shall acknowledge the change through a written response letter; provided that the DEPARTMENT shall have final authority for approving any change.

If, for any reason, the LOCAL GOVERNMENT does not produce acceptable deliverables in accordance with the approved schedule, the DEPARTMENT reserves the right to delay the PROJECT's implementation until funds can be re-identified for construction or right of way, as applicable.

6. The LOCAL GOVERNMENT shall certify that they understand the regulations for "CERTIFICATION OF COMPLIANCES WITH FEDERAL PROCUREMENT REQUIREMENTS, STATE AUDIT REQUIREMENTS, AND FEDERAL AUDIT REQUIREMENTS" and will comply in full with said provisions.

7. It is understood and agreed by the DEPARTMENT and the LOCAL GOVERNMENT that the Activities in this Agreement only apply to the Preconstruction Engineering. The DEPARTMENT will prepare as necessary LOCAL GOVERNMENT Specific Activity Agreements for applicable Right of Way or Construction.

8. The LOCAL GOVERNMENT shall accomplish all of the design activities for the PROJECT. The design activities shall be accomplished in accordance with

the DEPARTMENT's Plan Development Process hereinafter referred to as "PDP", the applicable guidelines of the American Association of State Highway and Transportation Officials , the DEPARTMENT's Standard Specifications Construction of Transportation Systems, and all applicable design policies of the DEPARTMENT. Failure to follow the PDP and all applicable guidelines and policies will jeopardize the use of Federal Funds in some or all categories outlined in this agreement, and it shall be the responsibility of the LOCAL GOVERNMENT to make up the loss of that funding. The LOCAL GOVERNMENT's responsibility for design shall include, but is not limited to the following items:

a. Prepare the PROJECT concept report in accordance with the format used by the DEPARTMENT. The concept for the PROJECT shall be developed to accommodate the future traffic volumes as generated by the LOCAL GOVERNMENT as provided for in paragraph 8b and approved by the DEPARTMENT. The concept report shall be approved by the DEPARTMENT prior to the LOCAL GOVERNMENT beginning further development of the PROJECT plans. It is recognized by the parties that the approved concept may be modified by the LOCAL GOVERNMENT as required by the DEPARTMENT and re-approved by the DEPARTMENT during the course of design due to public input, environmental requirements, or right of way considerations.

b. Develop a Traffic Study that includes the PROJECT base year (year facility is expected to be open to traffic) and design year (base year plus 20

years) traffic volumes. This shall include average daily traffic (ADT) and morning (am) and evening (pm) peak hour volumes (DHV). The traffic shall show all through and turning movement volumes at intersections for the ADT and peak hour volumes and shall indicate the percentage of trucks expected on the facility. The study shall include signal warrants for all new proposed signals on the project.

c. Validate (check and update) the approved PROJECT concept and prepare a PROJECT Design Book for approval by the DEPARTMENT prior to the beginning of preliminary plans.

d. Prepare environmental studies, documentation, and reports for the PROJECT along with all environmental re-evaluations required that show the PROJECT is in compliance with the provisions of the National Environmental Protection Act, the Georgia Environmental Protection Act as per the DEPARTMENT's Environmental Process Manual, as appropriate to the PROJECT funding. This shall include any and all archaeological, historical, ecological, air, noise, Community involvement, Environmental Justice, Flood Plains, underground storage tanks (UST), and hazardous waste site studies required. The LOCAL GOVERNMENT shall submit to the DEPARTMENT all environmental documents and reports for review and approval by the DEPARTMENT and the FHWA. The completed Environmental Document approval and subsequent re-evaluation approvals shall occur within 6 months of the right of way and construction funding authorizations.

e. Prepare all public hearing and public information displays and conduct all required public hearings and public information meetings with appropriate staff in accordance with DEPARTMENT practice.

f. Perform all surveys, mapping, soil investigation studies and pavement evaluations needed for design of the PROJECT as per the appropriate DEPARTMENT Manual.

g. Perform all work required to obtain all applicable PROJECT permits, including, but not limited to, Cemetery, Stream Buffer , TVA, US Army Corps of Engineers, 404, and Federal Emergency Management Agency (FEMA) approvals. These efforts shall be coordinated with the DEPARTMENT.

h. Prepare the PROJECT drainage design and the development of the hydraulic studies for the Federal Emergency Management Agency Floodways. Acquire of all necessary permits associated with the drainage design.

i. Prepare, in English units, Preliminary Construction plans, Right of Way plans and Final Construction plans including the appropriate sections listed in the Plan Presentation Guide, hereinafter referred to as "PPG", for all phases of the PDP. The LOCAL GOVERNMENT shall further be responsible for making all revisions to the final right of way plans and construction plans, as deemed necessary by the DEPARTMENT, for whatever reason, as needed to acquire the right of way and construct the PROJECT.

j. Prepare PROJECT cost estimates for construction, Right of Way and Utility relocation along with a Benefit Cost (B/C) ratio at the following project stages: Concept, Preliminary Field Plan Review, Final Field Plan Review and Final Plan submission using the applicable method approved by the DEPARTMENT. The cost estimates with B/C ratio shall also be updated yearly if the noted project stages occur at a longer frequency. Failure of the LOCAL GOVERNMENT to provide timely and accurate cost estimates and B/C ratio may delay the project's implementation until funds can be reidentified for construction or right of way, as applicable.

l. Provide certification, by a Georgia Registered Professional Engineer, that the Construction plans have been prepared under the guidance of the professional engineer and are in accordance with AASHTO and DEPARTMENT Design Policies.

m. Provide certification, by a Level II Certified Design Professional that the Erosion Control Plans have been prepared under the guidance of the certified professional in accordance with the current Georgia National Pollutant Discharge Elimination System (NPDES).

n. If the total estimated PROJECT cost approaches \$25 million or more, the LOCAL GOVERNMENT shall fund a Value Engineering Study to be completed by the Department and shall provide project related design data and plans to be evaluated in the study. Total project costs include preliminary engineering, right of way, utility relocation and construction.

o. The LOCAL GOVERNMENT shall provide a written certification that all appropriate staff (employees and consultants) involved in the PROJECT have attended or are scheduled to attend the Department's PDP Training Course. The written certification shall be received by the Department no later than the first day of February of every calendar year until all phases have been completed.

9. The Primary Consultant firm or subconsultants hired by the LOCAL GOVERNMENT to provide services on the PROJECT shall be prequalified with the DEPARTMENT in the appropriate area-classes. The DEPARTMENT shall, on request, furnish the LOCAL GOVERNMENT with a list of prequalified consultant firms in the appropriate area-classes.

10. All drafting and design work performed on the project shall be done utilizing Microstation and CAiCE software respectively, and shall be organized as per the Department's PPG and Electronic Data Guidelines.

11. The DEPARTMENT shall review and has approval authority for all aspects of the PROJECT provided however this review and approval does not relieve the LOCAL GOVERNMENT of its responsibilities under the terms of this agreement. The DEPARTMENT will work with the FHWA to obtain all needed approvals as deemed necessary with information furnished by the LOCAL GOVERNMENT.

12. The LOCAL GOVERNMENT shall be responsible for the design of all bridge(s) and preparation of any required hydraulic and hydrological studies within the limits of this PROJECT in accordance with the DEPARTMENT's policies and guidelines. The LOCAL GOVERNMENT shall perform all necessary survey efforts in order to complete the design of the bridge(s) and prepare any required hydraulic and hydrological studies. The final bridge plans shall be incorporated into this PROJECT as a part of this Agreement.

13. The LOCAL GOVERNMENT shall follow the DEPARTMENT's procedures for identification of existing and proposed utility facilities on the PROJECT. These procedures, in part, require all requests for existing, proposed, or relocated facilities to flow through the DEPARTMENT's Project Liaison and the District Utilities Engineer. If it is determined through the Department's Project Manager and Utility Office during the concept or design phases the need to utilize Subsurface Utility Engineering (SUE) to locate existing utilities, the LOCAL GOVERNMENT shall be responsible for acquiring those services.

14. The LOCAL GOVERNMENT shall address all railroad concerns, comments, and requirements to the satisfaction of the DEPARTMENT.

15. The LOCAL GOVERNMENT, unless shown otherwise on Attachment A, shall acquire the Right of way in accordance with the law and the rules and regulations of the FHWA including, but not limited to, Title 23, United States Code; 23 CFR 710, et. Seq., and 49 CFR Part 24 and the rules and regulations of the



DEPARTMENT. If the right of way phase is 100% local funding with no Federal or State reimbursement, upon the DEPARTMENT's approval of the PROJECT right of way plans, verification that the approved environmental document is current, and a written notice to proceed by the DEPARTMENT, the LOCAL GOVERNMENT shall stake the right of way and may proceed with the acquisition of the necessary right of way for the PROJECT. If the right of way phase involves Federal and/or State funding reimbursement, upon the DEPARTMENT's approval of the PROJECT right of way plans, the LOCAL GOVERNMENT shall stake the right of way and may proceed with all pre-acquisition right of way activities, however, property negotiation and acquisition cannot commence until the "Contract for the Acquisition of Right of Way" to be prepared by the Office of Right of Way is executed between the LOCAL GOVERNMENT and the DEPARTMENT. Failure of the LOCAL GOVERNMENT to adhere to the provisions and requirements specified in the acquisition contract may result in the loss of Federal funding for the PROJECT and it will be the responsibility of the LOCAL GOVERNMENT to make up the loss of that funding. In the event the LOCAL GOVERNMENT is to receive reimbursement of all or part of the acquisition funding, reimbursable right of way costs are to include land and improvement costs, property damage values, relocation assistance expenses and contracted property management costs. Non reimbursable costs include administrative expenses such as appraisal, consultant, attorney fees and any in-house property management or staff expenses. The LOCAL GOVERNMENT shall certify that all required right of way is obtained and cleared of obstructions, including underground storage tanks, 2 months prior to advertising the PROJECT for bids.

16. Upon completion and approval of the PROJECT plans, certification that all needed rights of way have been obtained and cleared of obstructions, and certification that all needed permits for the PROJECT have been obtained by the LOCAL GOVERNMENT the PROJECT shall be let for construction. The DEPARTMENT, unless shown otherwise on Attachment A, shall be solely responsible for securing and awarding the construction contract for the PROJECT.

17. The LOCAL GOVERNMENT shall provide a review and recommendation by the engineer of record concerning all shop drawings prior to the DEPARTMENT review and approval. The DEPARTMENT shall have final authority concerning all shop drawings.

18. The LOCAL GOVERNMENT agrees that all reports, plans, drawings, studies, specifications, estimates, maps, computations, computer files and printouts, and any other data prepared under the terms of this Agreement shall become the property of the DEPARTMENT if required. This data shall be organized, indexed, bound, and delivered to the DEPARTMENT no later than the advertisement of the PROJECT for letting. The DEPARTMENT shall have the right to use this material without restriction or limitation and without compensation to the LOCAL GOVERNMENT.

19. The LOCAL GOVERNMENT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on behalf of the LOCAL GOVERNMENT pursuant to this Agreement. The LOCAL GOVERNMENT shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the designs, drawings, specifications, and other services furnished for this PROJECT. Failure by the LOCAL GOVERNMENT to address the errors or deficiencies within 30 days shall cause the LOCAL GOVERNMENT to assume all responsibility for construction delays caused by the errors and deficiencies. All revisions shall be coordinated with the DEPARTMENT prior to issuance. The LOCAL GOVERNMENT shall also be responsible for any claim, damage, loss or expense, to the extent allowed by law that is attributable to errors, omissions, or negligent acts related to the designs, drawings, specifications, and other services furnished by or on behalf of the LOCAL GOVERNMENT pursuant to this Agreement.

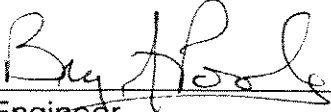
This Agreement is made and entered into in FULTON COUNTY, GEORGIA, and shall be governed and construed under the laws of the State of Georgia.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the DEPARTMENT and the LOCAL GOVERNMENT have caused these presents to be executed under seal by their duly authorized representatives.

RECOMMENDED:

THE CITY OF ATLANTA

  
\_\_\_\_\_  
District Engineer

BY: \_\_\_\_\_

Name  
Title

\_\_\_\_\_  
Director of Preconstruction

Signed, sealed and delivered this  
\_\_\_\_ day of \_\_\_\_\_,  
200\_, in the presence of:

\_\_\_\_\_  
Chief Engineer

\_\_\_\_\_  
Witness

DEPARTMENT OF  
TRANSPORTATION

\_\_\_\_\_  
Notary Public

BY: \_\_\_\_\_  
Commissioner

This Agreement approved by Local  
Government, the \_\_\_\_\_ day of  
\_\_\_\_\_, 200\_.

ATTEST:

Attest

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Name and Title

REVIEWED AS TO LEGAL FORM:

FEIN: \_\_\_\_\_

\_\_\_\_\_  
Office of Legal Services

## ATTACHMENT "A"

**PROJECT NUMBER: CM000-0000-00(608) CITY OF ATLANTA**

**PROJECT NUMBER: CSCMQ-0006-00(822) CITY OF ATLANTA**

**PROJECT NUMBER: CSSTP-0007-00(123) CITY OF ATLANTA**

**PROJECT NUMBER: CSCMQ-0008-00(614) CITY OF ATLANTA**

**PROJECT NUMBER: CSCMQ-0008-00(615) CITY OF ATLANTA**

Project  (PI#, Project #, Description)	Work  Type	Preliminary Engineering		Right of Way			Construction		Utility Relocation
		Funding	Design by	Funding of Real Property	Funding of Acquisition expenses	Acquisition by	Funding	Letting by	
PI# 0000608, CM000-0000-00(608) SR 154 FM CS 2631/CLIFTON ST TO CS 2838/E LAKE BLVD.- PH I	SIDE WALKS	100 % Local Gov.	Local Gov.	100% Local Gov.	100% Local Gov.	Local Gov.	\$532,800 80% Fed \$133,200 20% Local Gov.	Local Gov.	Local Gov.
PI# 0006822, CSCMQ-0006-00(822), CR 4176/CASCADE, CS 1057/BEN E MAYS&CS 1062/FONTAINE	SIDE WALKS	100% Local Gov.	Local Gov.	100% Local Gov.	100% Local Gov.	Local Gov.	\$1,284,000 80% Fed \$321,000 20% Local Gov.	Local Gov.	Local Gov.
PI# 0007123, CSSTP-0007-00(123), CS 1651/JOSEPH E. LOWERY BLVD. FM N OF I-20 TO SELLS AVE	STREET SCAPES	100% Local Gov.	Local Gov.	100% Local Gov.	100% Local Gov.	Local Gov.	\$1,036,000 80% Fed \$259,000 20% Local Gov.	Local Gov.	Local Gov.
PI#0008614, CSCMQ-0008-00(614), SR 154 FM SR 42/MORELAND AVE TO CS 2631 CLIFTON ST - PH II	SIDE WALKS	100% Local Gov.	Local Gov.	100% Local Gov.	100% Local Gov.	Local Gov.	\$742,400 80% Fed \$185,600 20% Local Gov.	Local Gov.	Local Gov.
PI#0008615, CSCMQ-0008-00(615)SR 154 FM CS 2838/E LAKE BLVD. TO SR 155/CANDLER RD - PH III	SIDE WALKS	100% Local Gov.	Local Gov.	100% Local Gov.	100% Local Gov.	Local Gov.	\$835,200 80% Fed \$208,800 20% Local Gov.	Local Gov.	Local Gov.

Note: Maximum allowable GDOT participating amounts for each category shall be shown above. Local Government will only be reimbursed the percentage of the accrued invoiced amounts up to but not to exceed the maximum amount indicated.

# **ATTACHMENT “B”** **0000608 – CITY OF ATLANTA**

## **Proposed Project Schedule**

Environmental Phase					
Concept Phase					
Preliminary Plan Phase					
Right of Way Phase					

<b>Deadlines for Responsible Parties</b>	<b>Execute Agreement</b>	<b>Month/Year (Approve Concept)</b>	<b>Month/Year (Approve Env. Document)</b>	<b>Month/Year (Authorize Right of Way funds)</b>	<b>Month/Year (Authorize Const. funds)</b>
--	--------------------------	-------------------------------------	---	--	--

## **Annual Reporting Requirements**

The Local Government shall provide a written status report to the Department’s Project Manager with the actual phase completion date(s) and the percent complete/proposed completion date of incomplete phases. The written status report shall be received by the Department no later than the first day of February of every calendar year until all phases have been completed.

**ATTACHMENT "B"**  
**0006822 – CITY OF ATLANTA**

**Proposed Project Schedule**

Environmental Phase					
Concept Phase					
Preliminary Plan Phase					
Right of Way Phase					

Deadlines for Responsible Parties	Execute Agreement	Month/Year (Approve Concept)	Month/Year (Approve Env. Document)	Month/Year (Authorize Right of Way funds)	Month/Year (Authorize Const. funds)
-----------------------------------	-------------------	------------------------------	------------------------------------	---	-------------------------------------

**Annual Reporting Requirements**

The Local Government shall provide a written status report to the Department's Project Manager with the actual phase completion date(s) and the percent complete/proposed completion date of incomplete phases. The written status report shall be received by the Department no later than the first day of February of every calendar year until all phases have been completed.

# **ATTACHMENT "B"** **0008614 – CITY OF ATLANTA**

## **Proposed Project Schedule**

Environmental Phase						
Concept Phase						
Preliminary Plan Phase						
Right of Way Phase						

Deadlines for Responsible Parties	Execute Agreement	Month/Year (Approve Concept)	Month/Year (Approve Env. Document)	Month/Year (Authorize Right of Way funds)	Month/Year (Authorize Const. funds)
-----------------------------------	-------------------	------------------------------	------------------------------------	---	-------------------------------------

## **Annual Reporting Requirements**

The Local Government shall provide a written status report to the Department's Project Manager with the actual phase completion date(s) and the percent complete/proposed completion date of incomplete phases. The written status report shall be received by the Department no later than the first day of February of every calendar year until all phases have been completed.



# **ATTACHMENT "B"** **0008615 – CITY OF ATLANTA**

## **Proposed Project Schedule**

Environmental Phase					
Concept Phase					
Preliminary Plan Phase					
Right of Way Phase					

Deadlines for Responsible Parties	Execute Agreement	Month/Year (Approve Concept)	Month/Year (Approve Env. Document)	Month/Year (Authorize Right of Way funds)	Month/Year (Authorize Const. funds)
-----------------------------------	-------------------	------------------------------	------------------------------------	---	-------------------------------------

## **Annual Reporting Requirements**

The Local Government shall provide a written status report to the Department's Project Manager with the actual phase completion date(s) and the percent complete/proposed completion date of incomplete phases. The written status report shall be received by the Department no later than the first day of February of every calendar year until all phases have been completed.

# **ATTACHMENT ‘B’** **0007123 – CITY OF ATLANTA**

## **Proposed Project Schedule**

Environmental Phase					
Concept Phase					
Preliminary Plan Phase					
Right of Way Phase					

Deadlines for Responsible Parties	Execute Agreement	Month/Year (Approve Concept)	Month/Year (Approve Env. Document)	Month/Year (Authorize Right of Way funds)	Month/Year (Authorize Const. funds)
-----------------------------------	-------------------	------------------------------	------------------------------------	---	-------------------------------------

## **Annual Reporting Requirements**

The Local Government shall provide a written status report to the Department’s Project Manager with the actual phase completion date(s) and the percent complete/proposed completion date of incomplete phases. The written status report shall be received by the Department no later than the first day of February of every calendar year until all phases have been completed.

**AGREEMENT**  
**BETWEEN**  
**DEPARTMENT OF TRANSPORTATION**  
**STATE OF GEORGIA**  
**AND**  
**THE CITY OF ATLANTA**  
**FOR**  
**TRANSPORTATION FACILITY IMPROVEMENTS**

This Framework Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the City of Atlanta, acting by and its Mayor and City Council, hereinafter called the "LOCAL GOVERNMENT".

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to improve the transportation facility described in Attachment A, attached and incorporated herein by reference and hereinafter referred to as the "PROJECT"; and

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to participate in certain activities including the funding of certain portions of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, the DEPARTMENT has expressed a willingness to participate in certain activities of the PROJECT as set forth in this Agreement; and

WHEREAS, the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another “for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide.” Ga. Constitution Article IX, §III, ¶I(a).

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT hereby agree each with the other as follows:

1. The LOCAL GOVERNMENT shall contribute to the PROJECT by funding all or certain portions of the PROJECT costs for the preconstruction engineering (design), all reimburseable utility relocation costs, right of way acquisitions and construction, as specified in Attachment A, attached hereto and incorporated herein by reference. Expenditures incurred by the LOCAL GOVERNMENT and eligible for reimbursement by the DEPARTMENT shall not be considered reimbursible to the LOCAL GOVERNMENT until the LOCAL GOVERNMENT receives a written notice to proceed for each phase of the PROJECT.

2. The DEPARTMENT shall contribute to the PROJECT by funding all or certain portions of the PROJECT costs for the preconstruction engineering (design) activities, right of way acquisitions or construction as specified in Attachment A.

3. It is understood and agreed by the DEPARTMENT and the LOCAL GOVERNMENT that the funding portion as identified in Attachment "A" of this Agreement only applies to the Preconstruction Engineering Activities. The Right of Way and Construction funding estimate levels as specified in Attachment A are provided herein for planning purposes and does not constitute a funding commitment for right of way and construction activities. The DEPARTMENT will prepare LOCAL GOVERNMENT Specific Activity Agreements for applicable Right of Way and Construction when appropriate.

Further, the LOCAL GOVERNMENT shall be responsible for repayment of any expended federal funds, if the PROJECT does not proceed forward to completion due to a lack of available funding in future Project phases.

4. The LOCAL GOVERNMENT shall be responsible for all costs for the continual maintenance of the project and the continual operations of any and all sidewalks and the grass strip between the curb and gutter and the sidewalk within the PROJECT limits.

5. Both the LOCAL GOVERNMENT and the DEPARTMENT hereby acknowledge that Time is of the Essence. It is agreed that both parties shall adhere to the schedule of activities currently established in the approved Transportation

Improvement Program/State Transportation Improvement Program (TIP/STIP). Furthermore, all parties shall adhere to the detailed project schedule as approved by the DEPARTMENT, attached as Attachment B and incorporated herein by reference. In the completion of respective commitments contained herein, if a change in the schedule is needed, the LOCAL GOVERNMENT shall notify the DEPARTMENT in writing of the proposed schedule change and the DEPARTMENT shall acknowledge the change through written response letter; provided that the DEPARTMENT shall have final authority for approving any change.

If, for any reason, the LOCAL GOVERNMENT does not produce acceptable deliverables in accordance with the approved schedule, the DEPARTMENT reserves the right to delay the project's implementation until funds can be re-identified for construction or right of way, as applicable.

6. The LOCAL GOVERNMENT shall certify that they have read and understands the regulations for "CERTIFICATION OF COMPLIANCES WITH FEDERAL PROCUREMENT REQUIREMENTS, STATE AUDIT REQUIREMENTS, AND FEDERAL AUDIT REQUIREMENTS" and will comply in full with said provisions.

7. The LOCAL GOVERNMENT shall accomplish all of the design activities for the PROJECT. The design activities shall be accomplished in accordance with the DEPARTMENT's Plan Development Process, the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as "AASHTO", the DEPARTMENT's Standard Specifications

Construction of Transportation Systems, the DEPARTMENT's Plan Presentation Guide, PROJECT schedules, and applicable guidelines of the DEPARTMENT. The LOCAL GOVERNMENT responsibility for design shall include, but is not limited to the following items:

a. Prepare the PROJECT concept report in accordance with the format used by the DEPARTMENT. The concept for the PROJECT shall be developed to accommodate the future traffic volumes as generated by the LOCAL GOVERNMENT as provided for in paragraph 7b and approved by the DEPARTMENT. The concept report shall be approved by the DEPARTMENT prior to the LOCAL GOVERNMENT beginning further development of the PROJECT plans. It is recognized by the parties that the approved concept may be modified by the LOCAL GOVERNMENT as required by the DEPARTMENT and re-approved by the DEPARTMENT during the course of design due to public input, environmental requirements, or right of way considerations.

b. Develop the PROJECT base year (year facility is expected to be open to traffic) and design year (base year plus 20 years) traffic volumes. This shall include average daily traffic (ADT) and morning (am) and evening (pm) peak hour volumes. The traffic shall show all through and turning movement volumes at intersections for the ADT and peak hour volumes and shall indicate the percentage of trucks expected on the facility.

c. Validate (check and update) the approved PROJECT concept and prepare a PROJECT Design Book for approval by the DEPARTMENT prior to the beginning of preliminary plans.

d. Prepare environmental studies, documentation, and reports for the PROJECT that show the PROJECT is in compliance with the provisions of the National Environmental Protection Act and Georgia Environmental Protection Act, as appropriate to the PROJECT funding. This shall include any and all archaeological, historical, ecological, air, noise, underground storage tanks (UST), and hazardous waste site studies required as well as any environmental reevaluations required. The LOCAL GOVERNMENT shall submit to the DEPARTMENT all environmental documents and reports for review and approval by the DEPARTMENT and the FHWA.

e. Prepare all public hearing and public information displays and conduct all required public hearings and public information meetings in accordance with DEPARTMENT practice.

f. Perform all surveys, mapping, soil investigation studies and pavement evaluations needed for design of the PROJECT.

g. Perform all work required to obtain project permits, including, but not limited to, US Army Corps of Engineers 404 and Federal Emergency Management Agency (FEMA) approvals. These efforts shall be coordinated with the DEPARTMENT. As part of the design an environmental assessment will be conducted, which may or may not result in environmental impacts of the surrounding area. If it is determined that there will be impacts that will require mitigation, then it will be the responsibility of the LOCAL GOVERNMENT to resolve the matter.

h. Prepare the PROJECT drainage design including erosion control plans and the development of the hydraulic studies for the Federal



Emergency Management Agency Floodways and acquisition of all necessary permits associated with the drainage design.

i. Prepare traffic studies, preliminary construction plans including a cost estimate for the Preliminary Field Plan Review, preliminary and final utility plans, preliminary and final right of way plans, staking of the required right of way, and final construction plans including a cost estimate for the Final Field Plan Review, erosion control plans, lighting plans, traffic handling plans, and construction sequence plans and specifications including special provisions for the PROJECT.

j. Provide certification, by a Georgia Registered Professional Engineer, that the construction plans have been prepared under the guidance of the professional engineer and are in accordance with AASHTO and DEPARTMENT guidelines.

k. Failure of the LOCAL GOVERNMENT to follow the DEPARTMENT's Plan Development Process will jeopardize the use of Federal funds in some or all of the categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT to make up the loss of that funding.

8. All Primary Consultant firms hired by the LOCAL GOVERNMENT to provide services on the PROJECT shall be prequalified with the DEPARTMENT in the appropriate area-classes. The DEPARTMENT shall, on request, furnish the LOCAL GOVERNMENT with a list of prequalified consultant firms in the appropriate area-classes. Any Consultant hired by the Local Government to perform work on

the Project must be compliant to applicable state and federal regulations relating to the procurement of design services in accordance with the Brooks Architect-Engineers Act of 1972, better known as the Brooks Act.

9. The PROJECT construction and right of way plans shall be prepared in English units.

10. All drafting and design work performed on the project shall be done utilizing the DEPARTMENT's latest approved software respectively, and shall be organized as per the Department's guidelines on electronic file management.

11. The DEPARTMENT shall review and has approval authority for all aspects of the PROJECT provided however this review and approval does not relieve the LOCAL GOVERNMENT of its responsibilities under the terms of this agreement. The DEPARTMENT will work with the FHWA to obtain all needed approvals as deemed necessary with information furnished by the LOCAL GOVERNMENT.

12. The LOCAL GOVERNMENT shall be responsible for the design of all bridge(s) and preparation of any required hydraulic and hydrological studies within the limits of this PROJECT in accordance with the DEPARTMENT's policies and guidelines. The LOCAL GOVERNMENT shall perform all necessary survey efforts in order to complete the design of the bridge(s) and prepare any required hydraulic

and hydrological studies. The final bridge plans shall be incorporated into this PROJECT as a part of this Agreement.

13. The LOCAL GOVERNMENT shall follow the DEPARTMENT's procedures for identification of existing and proposed utility facilities on the PROJECT. These procedures, in part, require all requests for existing, proposed, or relocated facilities to flow through the DEPARTMENT's Project Liaison and the District Utilities Engineer.

14. The LOCAL GOVERNMENT shall address all railroad concerns, comments, and requirements to the satisfaction of the DEPARTMENT.

15. If the right of way phase is 100% local funding with no Federal or State reimbursement, upon the DEPARTMENT's approval of the project right of way plans, verification that the approved environmental document is current, which shall mean that the approval of the environmental document occurred within six (6) months of the approval notice by the DEPARTMENT's for project right of way plans, and delivery of a written notice to proceed, the LOCAL GOVERNMENT may proceed with the acquisition of the necessary right of way for the PROJECT. If the right of way phase involves federal and/or state funding reimbursement, upon the Department's approval of the project right of way plans, the Local Government may proceed with all pre-acquisition right of way activities, however, property negotiation and acquisition cannot commence until right of way funding authorization is approved. Right of way acquisition shall be in accordance with the law and the rules

and regulations of the FHWA including, but not limited to, Title 23, United States Code; 23 CFR 710, et. Seq., and 49 CFR Part 24 and the rules and regulations of the DEPARTMENT and in accordance with the "Contract for the Acquisition of Right of Way" to be prepared by the Office of Right of Way and executed between the LOCAL GOVERNMENT and the DEPARTMENT prior to the commencement of any right of way activities. Failure of the LOCAL GOVERNMENT to adhere to the provisions and requirements specified in the acquisition contract may result in the loss of Federal funding for the PROJECT and it will be the responsibility of the LOCAL GOVERNMENT to make up the loss of that funding. In the event the LOCAL GOVERNMENT is to receive reimbursement of all or part of the acquisition funding, reimbursable right of way costs are to include land and improvement costs, property damage values, relocation assistance expenses and contracted property management costs. Non reimbursable costs include administrative expenses such as appraisal, consultant, attorney fees and any in-house property management or staff expenses. All required right of way shall be obtained and cleared of obstructions, including underground storage tanks, prior to advertising the PROJECT for bids. The LOCAL GOVERNMENT shall further be responsible for making all revisions to the approved right of way plans, as deemed necessary by the DEPARTMENT, for whatever reason, as needed to purchase the required right of way.

16. Upon completion and approval of the PROJECT plans, certification that all needed rights of way have been obtained and cleared of obstructions, and certification that all needed permits for the PROJECT have been obtained by the

LOCAL GOVERNMENT the PROJECT shall be let for construction. The DEPARTMENT, unless shown otherwise on Attachment A, shall be solely responsible for securing and awarding the construction contract for the PROJECT.

17. The LOCAL GOVERNMENT shall review and make recommendations concerning all shop drawings prior to submission to the DEPARTMENT. The DEPARTMENT shall have final authority concerning all shop drawings.

18. The LOCAL GOVERNMENT agrees that all reports, plans, drawings, studies, specifications, estimates, maps, computations, computer diskettes and printouts, and any other data prepared under the terms of this Agreement shall become the property of the DEPARTMENT if required. This data shall be organized, indexed, bound, and delivered to the DEPARTMENT no later than the advertisement of the PROJECT for letting. The DEPARTMENT shall have the right to use this material without restriction or limitation and without compensation to the LOCAL GOVERNMENT.

19. The LOCAL GOVERNMENT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on behalf of the LOCAL GOVERNMENT pursuant to this Agreement. The LOCAL GOVERNMENT shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the designs, drawings, specifications, and other services furnished for this PROJECT. Failure by the LOCAL GOVERNMENT to address the errors or

deficiencies within 30 days shall cause the LOCAL GOVERNMENT to assume all responsibility for construction delays caused by the errors and deficiencies. All revisions shall be coordinated with the DEPARTMENT prior to issuance. The LOCAL GOVERNMENT shall also be responsible for any claim, damage, loss or expense, to the extent allowed by law that is attributable to errors, omissions, or negligent acts related to the designs, drawings, specifications, and other services furnished by or on behalf of the LOCAL GOVERNMENT pursuant to this Agreement.

This Agreement is made and entered into in FULTON COUNTY, GEORGIA, and shall be governed and construed under the laws of the State of Georgia.

The covenants herein contained shall, except as otherwise provided, accrue the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the DEPARTMENT and the LOCAL GOVERNMENT have caused these presents to be executed under seal by their duly authorized representatives.

RECOMMENDED:

THE CITY OF ATLANTA

BY:

\_\_\_\_\_  
District Engineer

\_\_\_\_\_  
Name  
Title

\_\_\_\_\_  
Director of Preconstruction

Signed, sealed and delivered this  
\_\_\_\_ day of \_\_\_\_\_,  
200\_, in the presence of:

\_\_\_\_\_  
Chief Engineer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
DEPARTMENT OF  
TRANSPORTATION

\_\_\_\_\_  
Notary Public

BY: \_\_\_\_\_  
Commissioner

This Agreement approved on the  
\_\_\_\_ day of \_\_\_\_\_, 200\_.

ATTEST:

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
City Clerk

REVIEWED AS TO LEGAL FORM:

FEIN: \_\_\_\_\_

\_\_\_\_\_  
Office of Legal Services

## ATTACHMENT "A"

**PROJECT NUMBER: CM000-0000-00(608) CITY OF ATLANTA**

**PROJECT NUMBER: CSCMQ-0006-00(822) CITY OF ATLANTA**

**PROJECT NUMBER: CSSTP-0007-00(123) CITY OF ATLANTA**

**PROJECT NUMBER: CSCMQ-0008-00(614) CITY OF ATLANTA**

**PROJECT NUMBER: CSCMQ-0008-00(615) CITY OF ATLANTA**

Project (PI#, Project #Description)	Work Type	Preliminary Engineering		Right of Way		Construction		Utilities Relocation Costs by
		Funding	Design	Funding of Real Property	Acquisition & Administrative Cost by	Funding	Letting by	
PI# 0000608, CM000-0000-00(608) SR 154 FM CS 2631/CLIFTON ST TO CS 2838/E. LAKE BLVD.-PH I	SIDE WALKS	100 % Local Gov.	Local Gov.	100% Local Gov.	Local Gov.	\$532,800 80% Fed \$133,200 20% Local Gov. >100% Local Gov.	Local Gov.	Local Gov.
PI# 00006822, CSCMQ-0006-00(822), CR 4176/CASCADE, CS 1057/BEN E MAYS&CS 1062/FONTAINE	SIDE WALKS	100% Local Gov.	Local Gov.	100% Local Gov.	Local Gov.	\$1,284,000 80% Fed \$321,000 20% Local Gov. >100% Local Gov.	Local Gov.	Local Gov.
PI# 0007123, CSSTP-0007-00(123), CS 1651/JOSEPH E. LOWERY BLVD. FM N OF I-20 TO SELLS AVE	STREET SCAPES	100% Local Gov.	Local Gov.	100% Local Gov.	Local Gov.	\$431,479.00 80% Fed \$107,869.75 20% Local Gov. >100% Local Gov.	Local Gov.	Local Gov.
PI#0008614, CSCMQ-0008-00(614), SR 154 FM SR 42/MORELAND AVE TO CS 2631/CLIFTON ST - PH II	SIDE WALKS	100% Local Gov.	Local Gov.	100% Local Gov.	Local Gov.	\$742,400 80% Fed \$185,600 20% Local Gov. >100% Local Gov.	Local Gov.	Local Gov.
PI#0008615, CSCMQ-0008-00(615)SR 154 FM CS 2838/E. LAKE BLVD. TO SR 155/CANDLER RD - PH III	SIDE WALKS	100% Local Gov.	Local Gov.	100% Local Gov.	Local Gov.	\$835,200 80% Fed \$208,800 20% Local Gov. >100% Local Gov.	Local Gov.	Local Gov.

**Note:** 1. Maximum allowable GDOT reimbursible amount may be shown above in lieu of percentages when applicable. Local Government will only be reimbursed the percentage of the accrued invoiced amounts up to but not to exceed the maximum amount indicated.

2. Cash participation limits may be shown above in lieu of percentages when applicable.



# **ATTACHMENT “B”** **0000608 – CITY OF ATLANTA**

## **Proposed Project Schedule**

Environmental Phase					
Concept Phase					
Preliminary Plan Phase					
Right of Way Phase					

Deadlines for Responsible Parties	Execute Agreement	Month/Year (Approve Concept)	Month/Year (Approve Env. Document)	Month/Year (Authorize Right of Way funds)	Month/Year (Authorize Const. funds)
-----------------------------------	-------------------	------------------------------	------------------------------------	---	-------------------------------------

## **Annual Reporting Requirements**

The Local Government shall provide a written status report to the Department’s Project Manager with the actual phase completion date(s) and the percent complete/proposed completion date of incomplete phases. The written status report shall be received by the Department no later than the first day of February of every calendar year until all phases have been completed.

# **ATTACHMENT "B"** **0006822 – CITY OF ATLANTA**

## **Proposed Project Schedule**

Environmental Phase					
Concept Phase					
Preliminary Plan Phase					
Right of Way Phase					

<b>Deadlines for Responsible Parties</b>	<b>Execute Agreement</b>	<b>Month/Year (Approve Concept)</b>	<b>Month/Year (Approve Env. Document)</b>	<b>Month/Year (Authorize Right of Way funds)</b>	<b>Month/Year (Authorize Const. funds)</b>
--	--------------------------	-------------------------------------	---	--	--

## **Annual Reporting Requirements**

The Local Government shall provide a written status report to the Department's Project Manager with the actual phase completion date(s) and the percent complete/proposed completion date of incomplete phases. The written status report shall be received by the Department no later than the first day of February of every calendar year until all phases have been completed.

# **ATTACHMENT "B"** **0007123 – CITY OF ATLANTA**

## **Proposed Project Schedule**

Environmental Phase					
Concept Phase					
Preliminary Plan Phase					
Right of Way Phase					

Deadlines for Responsible Parties	Execute Agreement	Month/Year (Approve Concept)	Month/Year (Approve Env. Document)	Month/Year (Authorize Right of Way funds)	Month/Year (Authorize Const. funds)
-----------------------------------	-------------------	------------------------------	------------------------------------	---	-------------------------------------

## **Annual Reporting Requirements**

The Local Government shall provide a written status report to the Department's Project Manager with the actual phase completion date(s) and the percent complete/proposed completion date of incomplete phases. The written status report shall be received by the Department no later than the first day of February of every calendar year until all phases have been completed.

# **ATTACHMENT “B”** **0008614 – CITY OF ATLANTA**

## **Proposed Project Schedule**

Environmental Phase					
Concept Phase					
Preliminary Plan Phase					
Right of Way Phase					

Deadlines for Responsible Parties	Execute Agreement	Month/Year (Approve Concept)	Month/Year (Approve Env. Document)	Month/Year (Authorize Right of Way funds)	Month/Year (Authorize Const. funds)
-----------------------------------	-------------------	------------------------------	------------------------------------	---	-------------------------------------

## **Annual Reporting Requirements**

The Local Government shall provide a written status report to the Department’s Project Manager with the actual phase completion date(s) and the percent complete/proposed completion date of incomplete phases. The written status report shall be received by the Department no later than the first day of February of every calendar year until all phases have been completed.

# **ATTACHMENT ‘B’** **0008615 – CITY OF ATLANTA**

## **Proposed Project Schedule**

Environmental Phase					
Concept Phase					
Preliminary Plan Phase					
Right of Way Phase					

Deadlines for Responsible Parties	Execute Agreement	Month/Year (Approve Concept)	Month/Year (Approve Env. Document)	Month/Year (Authorize Right of Way funds)	Month/Year (Authorize Const. funds)
-----------------------------------	-------------------	------------------------------	------------------------------------	---	-------------------------------------

## **Annual Reporting Requirements**

The Local Government shall provide a written status report to the Department’s Project Manager with the actual phase completion date(s) and the percent complete/proposed completion date of incomplete phases. The written status report shall be received by the Department no later than the first day of every calendar year until all phases have been completed.